

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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FTI CONSULTING, INC.,

Plaintiff,

-against-

21 CIVIL 4847 (JPC)

JUDGMENT

REGIONAL HEALTH PROPERTIES, INC.,

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated September 30, 2022, FTI's motion for summary judgment is granted with respect both to its single cause of action and to Regional Health's four counterclaims. That motion having been granted, FTI's motion to strike Regional Health's counterclaim for attorneys' fees, Dkt. 21, is denied as moot. Regional Health must pay FTI the balance of the success fee due under the Letter of Engagement, an amount of \$150,427.74. In addition, New York law awards interest to successful plaintiffs in actions for breach of contract, N.Y. C.P.L.R. § 5001(a), computed from the "earliest ascertainable date the cause of action existed," id. § 5001(b). Because Regional Health breached the Letter of Engagement by failing to pay the entire fee due to FTI, FTI is owed pre-judgment interest from the date upon which Regional Health refused to pay the fee in full. Regional Health clearly expressed its refusal to pay the fee in full by paying it only in part on April 15, 2021. Pl. Brief at 23. Thus, FTI is owed interest on the unpaid \$150,427.74 of its fee for the period from April 15, 2021 until the date of this judgment. By statute, New York imposes a rate of interest of 9% per annum. N.Y. C.P.L.R. § 5004(a). Judgment is entered in favor of Plaintiff FTI Consulting, Inc. in the amount of \$150,427.74 plus prejudgment interest accruing from April 15, 2021 until the date of this

judgment, computed at the statutory 9% rate, in the amount of \$19,769.91; accordingly, the case is closed.

Dated: New York, New York

September 30, 2022

RUBY J. KRAJICK

Clerk of Court

BY:

K. Mango

Deputy Clerk